

## EXHIBIT “F”



**Lannett Company, Inc.**

13200 Townsend Road • Philadelphia, PA 19154  
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[www.lannett.com](http://www.lannett.com)

January 25, 2013

Richard Asherman  
Cody Laboratories Inc.  
601 Yellowstone Ave.  
Cody, WY 82414

**Re: Cody LCI Realty, LLC (the "Company")**

Dear Ric:

On Monday, January 7, 2013, I received your letter dated January 4, 2013 stating your "concerns" as provided in Article 11.4 of the Limited Liability Company Operating Agreement dated July 3, 2006 (the "Operating Agreement") between you and Lannett Company, Inc. ("Lannett"). Section 11.4 of the Operating Agreement concerns Events of Default. None of the matters raised in your January 4, 2013 letter constitute an "Event of Default" by Lannett under the terms of the Operating Agreement. Pursuant to the terms of Section 5.1(d) of the Operating Agreement, except for those decisions which require the approval of the Members (either under the express terms of the Operating Agreement or as required by law), Lannett, as the Manager of the Company, has "control over the business transactions and decisions of the Company, and shall conduct such affairs of the Company using sound business judgment". The Members (other than the Manager) have no right or authority to control or manage the Company. Lannett has used, and will continue to use, its sound business judgment in managing the Company.

Notwithstanding the fact that none of the issues raised in your January 4, 2013 letter constitute an "Event of Default" under the Operating Agreement, below are Lannett's responses to the points you raised:

- a. With regard to your request that an examination of the amount of fire, casualty and extended coverage insurance be undertaken: as the CEO of Cody Laboratories, Inc. ("Cody Labs"), you are authorized and instructed to obtain an opinion from an insurance broker addressing insurance coverage. Should the opinion make recommendations for additional coverage, Lannett, as Manager of the Company, will take such recommendations into consideration.
- b. With regard to Section 11.5 of the Lease Agreement between the Company and Cody Labs (the "Lease") and its requirement that prior to commencing any alterations, improvements or additions with a total cost in excess of \$50,000, Cody Labs post a performance bond and a payment bond in favor of the Company in the

full amount of the cost of such construction plus any change orders: as the CEO of Cody Labs, you need to cause Cody Labs to obtain such performance and payment bonds prior to any additional work being performed. With reference to any work related to the Forward Cody project, James Klessens is to advise whether Forward Cody will be providing the performance and payment bonds. If Forward Cody is not providing the performance and payment bonds, as the CEO of Cody Labs, you need to cause Cody Labs to obtain the performance and payment bonds.

- c. With regard to your request that there be a rent adjustment under the Lease: the Company and Cody Labs have gained and will continue to accrue benefits from the improvements to the Cody Labs building. At this time, the Manager feels there is no basis for a rental adjustment.

Please direct any questions or comments regarding this to my attention via phone at (215) 333-9000, ext. 2210, e-mail at [apbedrosian@lannett.com](mailto:apbedrosian@lannett.com).

Sincerely,



Arthur Bedrosian  
President & CEO



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